

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.02-036
ANNUAL REQUIREMENTS FOR
FOOD SERVICES FOR COUNTY CORRECTIONS
AND RELATED PROGRAMS

DATE: July 6, 2005

CONTRACT PERIOD: Sept.1,2005 thru Aug.31,2008

CONTRACTOR: ARAMARK Correctional Services, Inc.
1801 So. Meyers Rd., Ste. 300
Oakbrook Terrace, IL 60181

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508

(402) 441-7410

Company Representative: Norm Miller
Telephone No.: 800-777-7090
FAX No.: 630/568-2603
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER CONTRACT AND BID
including ADDENDUM#3
APPROVED 5/16/05

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

F:/files/sharpurc/awardnotifications/con02036

Dated: 7/6/05

LANCASTER COUNTY

COUNTY - CITY BUILDING
LINCOLN, NEBRASKA 68508
BOARD OF COMMISSIONERS

Telephone: (402)441-7410
FAX: (402) 441-6513

June 21, 2005

ARAMARK Correctional Services, Inc.
1801 So. Meyers Rd., Ste 300
Oakbrook Terrace, IL 60181

Dear Mr. Norm Miller

**RE: ANNUAL REQUIREMENTS FOR FOOD SERVICES FOR COUNTY CORRECTIONS AND RELATED PROGRAMS
SPECIFICATION NO. 02-036**

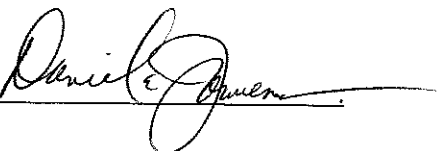
In accordance with the terms and conditions of the above referenced contract, the Lancaster County Desires to **renew the contract** for one (1) additional term beginning September 1, 2005 thru August 31, 2008.

It is understood that all terms of payment and other conditions of the original contract will remain unchanged during the renewal term.

As evidence of your company's desire to renew the above referenced contract under its original terms and conditions, please countersign below. **Return** the original letter on or before **July 6, 2005** for processing of the contract renewal by the Lancaster County.

*If your company should choose **not** to renew this contract in it's original form, please **state on your letterhead** the reasons. Please return this letter and information to: Kathy Smith, Assistant Purchasing Agent, City/County Purchasing 440 S. 8th St. Ste 200, Lincoln NE 68508*

Counter Signature



Company Name ARAMARK Correctional Services, Inc. By (Signature) _____

Company Address 1801 S. Meyers, Oakbrook Terrace, IL 60181 Printed Name _____

Phone No 1-800-777-7090 Title _____

FAX No 630-568-2603 Date _____

E-Mail Address _____

COMMISSIONERS

BERNIE HEIER * LARRY HUDKINS * RAY STEVENS * DEB SCHORR * BOB WORKMAN
KERRY EAGAN, Chief Administrative Officer

LANCASTER COUNTY CORRECTIONS DEPARTMENT

605 SOUTH TENTH STREET
LINCOLN, NE 68508
(402) 441-7530
FAX: 441-8946

MICHAEL THURBER, DIRECTOR

June 23, 2005.

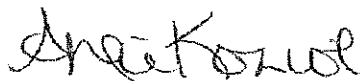
Aramark Correctional Services Inc.
1801 S. Meyers Road, Suite 300
Oak Brook Terrace, IL 60181

Dear Sir(s):

Enclosed please find Addendum #3 Contract #C-05-0346, Specification #02-036, effective June 1, 2005. The purpose of the addendum is due to the price adjustments on meal prices clarifying the index and it's annual fee adjustment.

If you have any questions or concerns, please do not hesitate to call me at (402) 441-8916.
Thank you for your assistance.

Sincerely,



Angie Kozlowski
Business Manager

C-05-0346

FILED

JUN 16 2005

LANCASTER COUNTY CLERK

ADDENDUM #3

To "Attachment B" - Contractor's Price Proposal

SPECIFICATION #02-036 - Correctional Food Services

AGREEMENT BETWEEN: ARAMARK Correctional Services, Inc. and Lancaster County, Lincoln, NE

FOR: the purpose of clarifying the index used for price adjustments and requesting said adjustment to current contract pricing as a result of County Specification #02-036

This Addendum is hereby entered into by and between Lancaster County, Nebraska (the "County") and ARAMARK Correctional Services, Inc., 1801 So. Meyers Rd., Suite 300, Oakbrook Terrace, IL 60181, a corporation ("Contractor"), for the purpose of amending a Contract previously entered into and between the parties as a result of Proposal Response Dated April 22, 2002 ("Attachment B"), a copy of which is attached hereto and made a part hereof by this reference. Term of the contract is for three (3) years beginning on Sept. 1, 2002 through Aug. 31, 2005 and renewal option, with mutual consent, for one (1) additional three year period beginning Sept. 1 2005 through Aug. 31, 2008.

WHEREAS, section 16. Annual Fee Adjustment. Allows a annual redetermination of meal costs once (1) annually after the first one (1) year, twelve (12) consecutive month period. Redetermination is allowed on meal prices ONLY, and shall be based on the Producer Price Index (P.P.I.) November listing.

WHEREAS, the parties desire to amend said Agreement as hereinafter set forth, effective June 1, 2005.

WHEREAS, the County having examined the Contract as negotiated with the Contractor to include the following amended details of the Agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) It shall be noted that the Producer Price Index (P.P.I.) published by the U.S. Department of Labor, category PCU20 - Food & Kindred has been discontinued.
- 2) It has been suggested by ARAMARK and recommended by Lancaster County Purchasing to amend this provision to reference the U.S. Department of Labor's Consumer Price Index (C.P.I.) for "Food Away From Home", category "All Urban U.S. City Average".
- 3) As per the Contract the annual fee adjustment shall be taken from the November annual fee adjustment reported by the U.S. Department of Labor's Index. This percentage was 3.2% for November 2004.
- 4) PRICING: The price per meal charged to Lancaster County Departments by ARAMARK shall be changed as the result of an increase in the Consumer Price Index (C.P.I.) for "Food Away From Home", Category "All Urban U.S. City Average", as set forth below:

<u>MEAL CATEGORY</u>	<u>CURRENT</u>	<u>PLUS 3.2%</u>	<u>PROPOSED</u>
3,000 calories/day	\$1.170	\$0.0374	\$1.207
1,000 calorie sack lunch	\$1.170	\$0.0374	\$1.207
3,800 calories/day	\$1.517	\$0.0486	\$1.566

Delivery to out side facilities remains the same per contract

Prices listed herein shall be effective on of June 1, 2005 and shall remain firm through May 31, 2006.

- 5) All other terms of the Contract and Proposal Response (Attachment B), not in conflict with this Addendum, remain in effect.

The Parties to the Agreement do hereby agree that all the terms and conditions of this Addendum to the Agreement shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Addendum.

EXECUTED this 25th day of May, 2005

ARAMARK Correctional Services, Inc.

BY: 

EXECUTED this 21 day of June, 2005

Lancaster County Board of Commissioners

BY: 

Chair

APPROVED AS TO FORM this 15 day of June, 2005

Lancaster County Attorney

BY: 

Deputy County Attorney

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C-02-0454

Original Contract: Contractor
County Clerk
County Agency
Purchasing

CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA

FOR
SPECIFICATION #02-036

FOOD SERVICES FOR COUNTY
CORRECTIONS AND RELATED PROGRAMS

Contractor: **ARAMARK Correctional Services, Inc.**

LANCASTER COUNTY, NEBRASKA CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this ___ day of ___, 2002, by and between **ARAMARK Correctional Services, Inc., 1801 So. Meyers Rd., Suite 300, Oakbrook Terrace, IL 60181** hereinafter called "Contractor", and the Lancaster County, Nebraska, hereinafter called the "County".

WITNESS, that:

WHEREAS, the County has caused to be prepared and advertised in accordance with law, specifications, and other Contract Documents describing the services to be provided for **Request for Proposal # 02-036 - Food Services for County Corrections and Related Programs**, (hereinafter referred to as the RFP), this document is included by reference as **Exhibit A**; and

WHEREAS, Contractor, in response to such advertisement, desires to and is capable of providing the described necessary services according to the terms and conditions stated in Contractor's response to the RFP, this document is included by reference as **Exhibit B**. and,

WHEREAS, the County, in the manner prescribed by law has prepared specifications (**Exhibit A**), publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, (**Exhibit B**) a copies thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. **General Description.** The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents.
2. **Term of the Agreement.** Term of the Agreement shall be three (3) years as thirty-six (36) consecutive months, and shall be **Sept. 1, 2002** through **Aug. 31, 2005**.
 - 2.1 At the County's request, with the Contractor's consent, the agreement shall be renewable for one (1) each additional three (3) year period as thirty-six (36) consecutive months, and shall be **Sept. 1, 2005** through **Aug. 31, 2008**.

3. Governing Laws. The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this agreement.
4. Quantity Requirements. The County reserves the right to modify the quantity ordered, and to purchase current technology at negotiated prices. Implementation will be in accordance to the time line as agreed with the Contractor.
5. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
6. Compensation. The County shall pay for purchased services and equipment at the rates as set in **Exhibit B and as amended during negotiations as set in Exhibit B1** which will replace any conflicting areas of Exhibit B. Payment will be made, unless otherwise stated, within thirty (30) calendar days after acceptance and proper invoicing by the Contractor. No increase above said proposal price will be allowed to the Contractor during the term of the contract unless and except as provided by the specifications.
7. Invoices. Contractor shall, within three (3) working days following the last day of each calendar month in which services were provided, submit an invoice and request for payment on an invoice form acceptable to the County. The invoice shall itemize: 1) the hours of services or equipment rendered listed by classification, 2) the date such services were provided, 3) a general description of the services or equipment provided, 4) the name of client receiving services, 5) the amount and type of all reimbursable expenses being charged to the Contract, and 6) the dates of the performance period covered by the invoice.
8. Payment of Unauthorized Claims. The County may refuse to pay any claim that is not specifically authorized by this Contract. Payment of a claim shall not preclude the County from questioning the propriety of the claim. The County reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
9. Payment Upon Early Termination. In the event this Contract is terminated before the completion of services, the County shall pay the Contractor for services provided in a satisfactory manner, a sum based upon the actual time/materials spent at the rates stated in **Exhibit B**. In no case shall such payment exceed the total contract price.
10. Inclusion Of All Necessary Fees The Contractor shall comply with all federal, state, and local laws together with all ordinances and regulations applicable to the services. The Contractor shall procure all licenses, permits, or other rights necessary for the fulfillment of its obligation under this agreement.

11. Capital Investment Contractor offers to the County an investment of up to thirty thousand dollars (\$30,000) for equipment, fixtures, facility repair/enhancement or other program related expenses.
 - 11.1 Prior to utilizing this investment the County shall discuss purchase and payment procedure with the Contractor.
 - 11.2 At such time, and as such amount of initial expenditure is finalized, a list of the purchase(s) shall be attached to, and be incorporated into, this contract.
 - 11.3 Contractor shall amortize the expenditure(s) on a straight line basis over the remaining potential contract period of not more than seventy-two (72) months.
 - 11.3.1 Example, if the expenditure is not made for twelve (12) months into the contract, the expenditure shall be amortized over sixty (60) months.
 - 11.4 The dollar amount amortized shall be the exact capital investment amount, with no additional costs added, such as interest or handling fees
12. Capital Investment Repayment Any mutually agreed investments by the Contractor, shall be incorporated into the price per meal for both the adults and juveniles as an additional cost per meal.
 - 12.1 The repayment shall be computed as a mutually agreed surcharge added to the actual meals ordered. This surcharge shall not exceed one (1) cent per meal for adults, five (5) cents per meal for juveniles. Also, the surcharge shall not exceed the remaining term of the contract (based on a conservative estimate of average annual meals ordered and billed).
 - 12.2 Contractor shall provide annotations on each monthly statement indicating the meals purchased, listing the surcharge as a separate line item. In addition to the monthly statement a running balance of the repayment shall be kept by the Contractor applying the accrued repayment to the original capital investment, indicating the remaining balance.
 - 12.3 It is understood, the County shall pay the surcharge only until the capital investment has been repaid. Immediately upon full repayment, the surcharge shall be removed from the meal price.
13. Additional Capital Investments From time to time during the term of the contract, the parties may mutually agree to have Contractor make additional capital investments.
 - 13.1 At such time when the amount of each such additional expenditure is finalized, a list of the investment shall be attached to, and incorporated into, the contract.
 - 13.2 Contractor shall calculate the additional surcharge over the remaining period of the contract including no additional costs added, such as interest or handling fees.
14. Title to all equipment funded. Title to all equipment funded by the initial, and each subsequent capital investment shall pass to the County upon completion of repayment of each expenditure.

15. Early Termination Repayment If the contract between Contractor and County is terminated, for any reason whatsoever, by either party, or expires without renewal, the county shall pay the Contractor the unamortized portion of any additional investments not paid in full to date.
- 15.1 It is understood the County shall have thirty (30) calendar days after the contract expiration date to complete the repayment before interest shall begin accruing.
- 15.2 Any amounts owed Contractor which are not paid in full within such thirty (30) calendar days of the termination date, shall bear interest until paid at the rate of the Prime Rate plus two percent (2%) per annum, compounded monthly from the termination or expiration date to the final repayment date.
- 15.3 The term "Prime Rate" is the rate published in The Wall Street Journal as the base rate on corporate loans posted by at least seventy-five percent (75%) of the thirty (30) largest U.S. banks, such rate to be adjusted on the last day of the month.
16. Annual Fee Adjustment The prices quoted in this request for proposal shall include all overhead costs, profit and any delivery charges and shall be firm for the first one (1) year, twelve (12) consecutive month period.
- 16.1 Prior to each additional one (1) year period, unit pricing shall be subject to redetermination within the parameters outlined herein (see **Exhibit A** for additional details):
- 16.1.1 Subsequent annual price adjustments (**applied to per-meal prices only - all other fees remain the same**) shall be made in proportion to the change (increase or decrease) in the Producer Price Index (P.P.I.) November listing. (NOTE: Capital Investment surcharge is not included in the price redetermination and will be added to the new meal price at the same rate as initially agreed upon.
- 16.1.2 P.P.I. information may be obtained on line at website: www.bls.gov/ppi Under detailed statistics, utilize PCU20__# Food & Kindred.
- 16.1.3 Documentation supporting any price increase shall be limited to once annually and must be submitted at the time of the redetermination of prices.
- 16.1.4 Any significant change to the scope of services requested by the County may require price adjustment negotiated to the mutual agreement of both parties.
- 16.2 Food service required by the County Facilities outside the scope of this contract may be provided by the Successful Contractor upon written authorization by the County Administrator and at a mutually agreed upon price.
17. Minimum Staffing Levels Contractor shall provide, at a minimum, the staffing levels (not including inmate workers) as set forth in **Exhibit A** to this Contract.
- 17.1 Contractor shall provide job descriptions to the County Contract Administrator for each position in the staffing plan.

- 17.2 Job descriptions shall be tailored to ensure adequate coverage of Contract requirements, lines of authority and reporting hierarchy are achieved consistent with **Exhibit A**.
- 17.3 Contractor agrees to maintain employed staff at NOT LESS than the minimum staffing levels provided in **Exhibit A**.
18. Staffing Level Guarantee. In the event Contractor allows the staffing level to fall below the minimum staffing levels as provided in **Exhibit A**, and the failure endures for more than thirty (30) calendar days, (shall not and is not the result of the County's delay in granting security clearance or orientation training related to Contractor's placement personnel) the salary value including the prorated fringe benefits of each such vacant position shall be deducted from the compensation due Contractor under this contract on the 31st calendar day from which the vacancy occurs.
- 18.1 The County will process security clearance and notification of any denials to Contractor within two (2) working days of notification by contractor, including all required personnel information (i.e., complete name, date of birth, race and sex). This time shall be factored into the 30 day vacancy allowance.
- 18.1.1 Any candidate offered by Contractor who does not pass the County's security clearance check shall not interfere with the 30 day staffing guarantee (i.e., Contractor **does not** receive an additional 30 days).
- 18.2 The salary value of such position shall equal: 1) the total annual salary including fringe benefits offered by the Contractor for such position; 2) divided by two hundred sixty-one (261) working days per year; then, 3) multiplied by the number of work days such position is vacant.
- 18.3 It is understood the Contractor shall make a good faith effort to fill all vacant positions with a qualified employee at the earliest possible opportunity and shall not require or allow employees to work so much overtime that their performance is less effective, substandard, or in any way compromised.
19. Proprietary Considerations and Data Security. Except for Contractor's work papers, the County and Contractor agree that all materials and information developed under this Agreement shall become the sole property of the County.
- 19.1 Any materials and information not developed under this Agreement, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by Contractor as "Trade Secret," "Proprietary," or "Confidential."
- 19.2 County will use reasonable means to ensure that Contractor's confidential information is safeguarded and held in confidence. County agrees not to reproduce or distribute Contractor's proprietary material to non-Governmental agencies without prior written permission from Contractor. County's obligation pursuant to this Article shall not apply to any material, data or information not plainly and prominently marked with the restrictive legends as set forth in subsection 11.1, above.

20. Status of Employees. Any and all employees of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this agreement, shall not be considered employees of the County and all claims that may or might arise under the Worker's Compensation on behalf of said employees or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the County. For all purposes the Contractor shall be considered an independent Contractor.
21. Indemnification. Both parties shall indemnify and hold harmless, the other party, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract. Both parties shall be responsible for the acts of their own members, officers and employees including those caused in whole or part by any negligent act or omission. This shall also mean any subcontractor, or anyone directly or indirectly employed by the Contractor.
22. Non-exclusiveness of Remedies. Any right or remedy on behalf of the County provided for in any part of these specifications, including, but not limited to, any guaranty or warranty or any remedy for Contractor's nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.
23. Default for Insolvency. The County may terminate this Agreement for default in the event of the occurrence of any of the following:
- 23.1 The insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition for bankruptcy has been filed, and whether or not insolvent within the meaning of the Federal Bankruptcy Law; the filing of a voluntary petition to have Contractor declared bankrupt; the appointment of a Receiver or Trustee for Contractor; or the execution by Contractor of a general assignment for the benefit of creditors.
24. Default for Nonperformance. County may, by written Notice of Default to Contractor, terminate the whole or any part of this Agreement in any of the following circumstances:
- 24.1 If Contractor fails to perform the services within the time specified in the contract or any authorized extension thereof; or if Contractor fails to perform any of the provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of fifteen (15) days (or such longer period as County may authorize in writing) after receipt of notice from the County specifying such failure.
25. Notices. All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been given if made by hand delivery with signed receipt, or when mailed by first class registered or certified mail, postage prepaid,

addressed to the County and Contractor at their respective addresses designated below, or at such other address as the County or Contractor, as the case may be, shall have furnished in writing to the other.

26. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the attached "Insurance Requirements for County Contracts (included in **Exhibit A**). The County shall be named as additional insured with regard to the performance of the contract services.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM:

COUNTY OF LANCASTER, NEBRASKA

David M. Johnson

for Lancaster County Attorney

Bob Workman

Chairperson, Board of Commissioners 9/10/02

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ARAMARK Correctional Services, Inc.

Name of Corporation
1801 South Meyers Road, #300
Oakbrook Terrace, IL 60181

ATTEST:

John White

Secretary (SEAL)

Address

By:

Norm Miller

Duly Authorized Official

Norm Miller
President

Legal Title of Official

ADDENDUM #1
To "Attachment B" - Contractor's Price Proposal

SPECIFICATION #02-036 - Correctional Food Services

AGREEMENT BETWEEN: ARAMARK Correctional Services, Inc. and Lancaster County, Lincoln, NE

FOR: the purpose of modifying and enhancing pricing and/or service details offered in the original response from Contractor for Specification #02-036

This Addendum is hereby entered into by and between ARAMARK Correctional Services, Inc., a corporation ("Contractor"), for the purpose of amending a Proposal Response Dated April 22, 2002 ("Attachment B"), a copy of which is attached hereto and made a part hereof by this reference.

WHEREAS, Lancaster County (County) has caused to be prepared, in accordance with law, Specifications, Plans, and other documents for a request to provide Correctional Food Services County for the Lancaster County. County specification #02-036, and has caused to be published and advertisement for and in connection with said Work; and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined the Contractor to be the lowest responsive, responsible Proposer for said Work; and

WHEREAS, the County having examined the Proposal has negotiated with the Contractor to include the following amended details of the Agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

1) The prices listed in Attachment B on the price proposal for "Laundry Chemicals" shall be replaced with the following negotiated prices which will be billed to the County based on actual usages:

- | | | |
|-----|---|----------------|
| 1.1 | EcoLab, Solid Surge Plus Detergent (4/9# case) shall be: | \$110.34 /case |
| 1.2 | EcoLab, Solid Soft Plus NF Softener (2/6# case) shall be: | 83.34 /case |
| 1.3 | EcoLab, Solid Stain Away Pre-Soak (2/4# case) shall be: | 38.62 /case |

- 2) In addition to the work listed in the RFP (Attachment A), ARAMARK offers, and the County accepts the following prices for the County Community Mental Health Center (CMHC) food service requirements:

Adult meals ordered shall be billed at the price of: \$1.114 per meal
Delivery of the meals shall be billed at a price of: \$200.56 per week

- 3) All other terms of the Contract and Proposal Response (Attachment B), not in conflict with this Addendum, remain in effect.

The Parties to the Agreement do hereby agree that all the terms and conditions of this Addendum to the Agreement shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Addendum.

EXECUTED this 3rd day of September, 2002.

ARAMARK Correctional Services, Inc.

BY: 

Norm Miller, President

EXECUTED this 10 day of September, 2002.

Lancaster County Board of Commissioners

BY: 

Chair

APPROVED AS TO FORM this 11th day of September, 2002

Lancaster County Attorney

BY: 

Deputy County Attorney

SEALED RFP

SPECIFICATION NO. 02-036

Proposal OPENING TIME: 12:00 NOON
DATE: Wednesday, April 24, 2002

ADDENDA RECEIPT: The receipt of the addenda to the specification number ___ through ___ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the proposal request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of Lancaster County for the listed project, Contract Documents and other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, performance and payment bonds, materials and equipment in strict accordance with the specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

PRICE SCHEDULE:

	<u>COST/MEAL</u>	<u>EST. # of MEALS</u>	<u>ESTIMATED ANNUAL COST</u>
A. <u>Adult 3,000 Calories per day:</u>			
1a. Adult price per meal:	<u>\$ 1.114 /meal</u>	400,000 meals	<u>\$ 445,600</u>
2a. Sack lunch - 1,000 calories:	<u>\$ 1.114 /each</u>	26,000 meals	<u>\$ 28,964</u>
<u>Juvenile 3,800 Calories per day:</u>			
3a. Juvenile price per meal	<u>\$ 1.447 /meal</u>	55,000 meals	<u>\$ 79,585</u>

TOTAL EST. MEAL COST/YR. \$ 554,149
(5% bond to be based on the combined adult and juvenile total est. cost/yr.)

B. DELIVERY SERVICES:

- 1b. Indicate your fee structure for delivery:
- | | | | |
|---|--|----------------------|------------------------|
| 1b.1 Lancaster Correctional Facility (no serving) | Price to include delivery of bulk meals: | <u>\$1837.03/mo.</u> | <u>\$22,044.36/yr.</u> |
| 1b.2 Detoxification Center (no serving): | | <u>\$ 416.67/mo.</u> | <u>\$ 5,000 /yr.</u> |
| 1b.3 Juvenile Detention Center (no serving): | | <u>\$1532.53/mo.</u> | <u>\$18,390.32/yr.</u> |

COMMENTS:

- 2b. EXPLAIN your staffing plan, vehicle schedule, etc.: ARAMARK will provide two full time hourly drivers. Relief will be provided by the Food Service Director and the additional hourly shift supervisor. Meal Schedules will be mutually determined with the individual facilities. Unless otherwise agreed, the current schedule will remain in place.

C. OPTION TO SUPPLY LAUNDRY CHEMICALS TO CO. JAIL:

Our current provider supplies laundry chemicals and dispensing system for the County's industrial laundry equipment (40 lb. capacity).

- 1c. Can you provide a laundry chemical dispensing system? x YES NO
- 2c. If yes, is the dispensing system FREE w/purchase of chemicals? x YES NO
- 2c.1 If no, indicate the monthly charge: \$ / month

3c. Provide the cost of chemicals offered (to include all shipping and other fees):

NAME OF SUPPLIER: Eco-Lab

<u>CHEMICAL NAME/TYPE</u>	<u>PURPOSE</u>	<u>LOAD/OTY</u>	<u>PRICE</u>
<u>Solid Surge Plus</u>	<u>Detergent</u>	<u>4-9 lbs</u>	<u>\$125.93 CS</u>
<u>Solid Soft Plus</u>	<u>Water Softener</u>	<u>2-6 lbs</u>	<u>\$88.51 CS</u>
<u>Solid Stainaway</u>	<u>Stain Removal</u>	<u>2-4 lbs</u>	<u>\$55/65 CS</u>

E. CONTRACT PERIOD & OPTION TO EXTEND:

- 1e. The contract agreement with the successful proposer is for a three (3) year period. The meals provided shall be prepared, delivered and billed as ordered during the contract period, including all cost of labor, materials, supplies and foodstuffs as offered herein. All pricing must remain firm for the first 1 year period (12 consecutive months) of the contract, there after prices may be adjusted annually and only as defined in the escalation/de-escalation clause defined in this request.

Do you concur? x YES NO, _____

- 2e. The contract option to renew is for one (1) additional three (3) year period (offer to renew will be mutually determined at the conclusion of the initial contract). All terms and conditions of the renewal period will be identical to the original contract period.

Will you consider the renewal offer, if extended by the County? x YES NO

D. PROPOSAL SUBMITTAL CHECK LIST:

- 1d. Check (space provided) if the below listed information accompanies your response:

<u> x </u> Reference list	<u> x </u> Company qualifications	<u> x </u> Personnel list
<u> x </u> Sample reports	<u> x </u> Sample billing	<u> x </u> Sample menu
<u> x </u> 5% Bidders bond	<u> x </u> Transition Plan	<u> x </u> Meal Monitoring

NOTE: RETURN 8 COMPLETE COPIES OF PROPOSAL OFFER AND SUPPORTING MATERIAL.

MARK OUTSIDE OF PROPOSAL ENVELOPE AS FOLLOWS:

SEALED PROPOSAL FOR SPEC. NO. 02-036

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

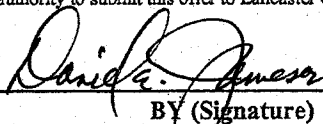
ARAMARK Correctional Services, Inc.
COMPANY NAME

1801 South Meyers Road, Suite 300
STREET ADDRESS or P.O. BOX

Oakbrook Terrace, IL 60181
CITY, STATE ZIP CODE

800-777-7090
TELEPHONE NO.

630-568-2603
FAX NO.


BY (Signature)

Daniel E. Jameson
(Print Name)

Senior Vice President
(Title)

4-22-02
(Date)

23-2778485
EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

Only the names of the RFP responding firms will be read aloud at the date and time listed. All other information will remain confidential during the analysis process. Only the successful proposers offer will become a matter of public record after the contract award recommendation is public.

OCT 3 2002 C-02-0514

LANCASTER COUNTY CLERK

ADDENDUM #2
To "Attachment B"- Contractor's Price Proposal

SPECIFICATION #02-036 - Correctional Food Services

AGREEMENT BETWEEN: ARAMARK Correctional Services, Inc. and Lancaster County, Lincoln, NE

FOR: the purpose of clarifying the relationship and responsibilities between the County the Cornhusker Place and the Contractor for Specification #02-036

This Addendum is hereby entered into by and between ARAMARK Correctional Services, Inc., a corporation ("Contractor"), for the purpose of amending a Proposal Response Dated April 22, 2002 ("Attachment B"), a copy of which is attached hereto and made a part hereof by this reference.

WHEREAS, Lancaster County (County) has caused to be prepared, in accordance with law, Specifications, Plans, and other documents for a request to provide Correctional Food Services County for the Lancaster County. County specification #02-036, and has caused to be published and advertisement for and in connection with said Work; and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined the Contractor to be the lowest responsive, responsible Proposer for said Work; and

WHEREAS, the County having examined the Proposal has negotiated with the Contractor to include the following amended details of the Agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) It shall be noted that Cornhusker Place, provides detoxification services to citizens in need of these drug, alcohol or other substance abuse treatment who are either placed in the program or are voluntarily participating.
- 2) Lancaster County has made provisions for Cornhusker Place to be a party to our agreement for food services. It shall be understood that Cornhusker Place shall be billed in accordance with the price structure as outlined in the agreement and is responsible for payment to Aramark of any meals and/or services obtained by Cornhusker Place pursuant to the agreement

- 3) Aramark shall bill Cornhusker Place directly for any services provided to Cornhusker Place and Aramark recognizes that the County is not responsible for any losses, claims or payment to Aramark as a result of services provided to the Cornhusker Place.
- 4) All other terms of the Contract and Proposal Response (Attachment B), not in conflict with this Addendum, remain in effect.

The Parties to the Agreement do hereby agree that all the terms and conditions of this Addendum to the Agreement shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Addendum.

EXECUTED this 9 day of Sept, 2002

Cornhusker Place

BY: 

Printed: JAMES A. BAIRD

EXECUTED this 1st day of OCTOBER, 2002.

ARAMARK Correctional Services, Inc.

BY: 

~~Norm~~ Miller, President

RICHARD SISCA

EXECUTED this 8 day of October, 2002.

Lancaster County Board of Commissioners

BY: 

Chair

APPROVED AS TO FORM this 9th day of Oct, 2002

Lancaster County Attorney

BY: 

Deputy County Attorney